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Attorneys for Debtor

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION**

In Re:

HEAVENLY COUTURE, INC.

Debtor(s).

Case No. 8:18-bk-11756-TA

In Chapter 11 Proceedings

**MOTION FOR ORDER
AUTHORIZING: (1) REJECTION
OF CERTAIN UNEXPIRED
LEASES; AND (2) LEASE
REJECTION PROCEDURES;
MEMORANDUM OF POINTS AND
AUTHORITIES; AND
DECLARATION OF JUSTIN HA
SUPPORT THEREOF**

**(Filed as Motion under LBR
9013-1(o) provisions allowing parties
to request hearing).**

**MOTION FOR ORDER AUTHORIZING: (1) REJECTION OF CERTAIN UNEXPIRED LEASES; AND (2) LEASE REJECTION
PROCEDURES; MEMORANDUM OF POINTS AND AUTHORITIES**

COMES NOW THE DEBTOR HEAVENLY COUTURE, INC. ("Debtor"), by and
through their undersigned counsel, and moves this Court for an Order:

- A. Finding that the non-residential real property leases identified on Exhibit A (collectively, the "Leases") appended to the Declaration of Justin Ha ("Ha Declaration") were terminated on the date that the respective properties were abandoned and surrendered to the lessors;
- B. To the extent the Leases were not terminated pre-petition, deeming the Leases rejected nunc pro tunc as of the filing of the voluntary petition;
- C. Approving the following expedited procedure for the rejection of other leases and executory contracts ("Contract"): The Debtor shall be authorized to serve a Contracts rejection notice on any party to the respective Contract, counsel for the Official Committee of Unsecured Creditors ("Committee"), if any, or if no counsel has been retained by the Committee, on the Committee, and parties requesting special notice, advising said parties of the Debtor's intent to reject a Contract as of a date fixed not earlier than five (5) days after the date the notice is served (the "Rejection Date"). This notice shall be served on the respective contracting party via an overnight mail service, facsimile or e-mail. If the respective contracting party objects to the Debtor's rejection of the respective Contract, such party shall so advise the Debtor, in writing, via telecopy, within five (5) days after the Rejection Date, and the Debtor shall set a hearing on the rejection of the respective Contract.

1 Notwithstanding any rules or procedures to the contrary, the Debtor shall be
2 authorized to set a hearing on the rejection of the Contract on not less than
3 10 days' notice to the above parties. The Debtor shall file its rejection motion
4 not later than ten days before the hearing date, and serve a copy of such
5 motion on the respective contracting party and counsel for the Committee
6 (or Committee if counsel has not been retained) via telecopy or personal
7 service, on such date (other parties by mail). The contracting party's
8 response, if any, shall be filed five (5) days before the hearing, and shall be
9 served on the Debtor and counsel for the Committee (or Committee if no
10 counsel has been retained) via telecopy or personal service, on such date.
11 Any reply by the Debtor shall be filed, and served via telecopy or personal
12 service, not later than three (3) days before the hearing. If the motion is
13 granted, the Contract rejection shall be effective as of the Rejection Date set
14 in the original notice to the contracting party; and
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16
17

18 D. Such further relief as the Court deems just and proper.
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20 IF YOU DO NOT OPPOSE THE RELIEF REQUESTED BY THE MOTION, YOU
21 NEED TAKE NO FURTHER ACTION. HOWEVER, IF YOU OBJECT TO THE RELIEF
22 REQUESTED BY THE MOTION, PURSUANT TO LOCAL BANKRUPTCY RULE 9013-1,
23 OBJECTIONS MUST BE FILED WITH THE COURT WITHIN FOURTEEN (14) DAYS OF
24 THE DATE OF SERVICE OF THE MOTION. YOU MUST FILE YOUR OBJECTION AND
25 REQUEST FOR A HEARING WITH THE CLERK OF THE UNITED STATES
26 BANKRUPTCY COURT, LOCATED AT 411 WEST FOURTH STREET, SANTA ANA, CA
27 92701. YOU MUST SERVE A COPY OF YOUR OBJECTION TO THE MOTION, AND
28

1 REQUEST FOR A HEARING, UPON THE DEBTOR'S PROPOSED COUNSEL AT THE
2 MAILING ADDRESS INDICATED IN THE UPPER LEFT CORNER OF THE FIRST PAGE
3 OF THE MOTION, AND UPON THE OFFICE OF THE UNITED STATES TRUSTEE
4 LOCATED AT 411 WEST FOURTH STREET, ROOM 7160, SANTA ANA, CA 92701.
5 UPON ANY RECEIPT OF A WRITTEN OBJECTION AND REQUEST FOR A HEARING,
6 THE DEBTOR'S PROPOSED COUNSEL WILL OBTAIN A HEARING DATE ON THE
7 MOTION AND GIVE APPROPRIATE NOTICE THEREOF. ANY FAILURE TO TIMELY
8 FILE AND SERVE AN OBJECTION TO THE MOTION MAY RESULT IN ANY SUCH
9 OBJECTION BEING WAIVED.

10
11 This motion is based upon these moving papers, the accompanying Memorandum of
12 Points and Authorities, the Declaration of Justin Ha, and any evidence that may be presented to
13 the Court at or prior to the hearing on the Motion.

14 WHEREFORE, the Debtor respectfully requests that the Court enter an order
15 granting the relief requested, as well as such further relief as the Court deems just and proper.
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17
18 Dated this 4 June 2018.

19
20 **M Jones and Associates**
21 Attorneys for Debtor

22
23 /s/ Michael Jones
24 Michael Jones
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MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTUAL BACKGROUND

1. HEAVENLY COUTURE, INC. (“Debtor”) filed a petition for relief under Chapter 11 of the Bankruptcy Code on 5/14/2018, Case No. 8:18-bk-11756-TA (“Bankruptcy Case”).

2. The Debtor opened in 2006 as single retail location in Laguna Beach, California, selling women’s clothing. The debtor had discovered that having a high foot traffic resulted in a retail model that worked well. Based on the success of that store, the Debtor determined that its retail concept was a viable theme and expanded into other retail locations. By 2016, the Debtor had grown into more than 30 retail locations, located in California, Texas, and Florida.

3. In its expansion efforts, the Debtor located its retail locations in tourist areas and other locations with high amounts of foot traffic. The business model of the Debtor was such that the retail space commanded high rent, which ultimately became unsustainable for the Debtor. By Summer of 2017, approximately half of the Debtor’s stores were operating at a negative cash flow, or barely breaking even. The profits from the cash-flow positive stores were drained to support the struggling locations.

4. Over the past six months, store sales dropped dramatically. The Debtor attributes much of the loss in sales volume to a general industry wide shift in consumer shopping, preferences to online shopping as opposed in store retail shopping, and intense competition among remaining “traditional” retailers. Costs related to the Debtor’s past expansion efforts, combined with the decreased sales, created serious liquidity problems, thus prompting the Debtor’s Chapter 11 filing.

1 5. The Debtor believes that by shedding the retail locations that are cash-flow negative,
2 and focusing on the stores that are thriving, an effective reorganization is possible that will
3 benefit all the creditors. The Debtor anticipates a Chapter 11 Plan that will assume various
4 leases, reject other leases, and consolidate its operation into only those locations that are
5 profitable. The end result will be that creditors will be paid more than in a Chapter 7
6 liquidation, and the Debtor will continue to operate into the foreseeable future.

7
8 6. The Debtor recently owned and operated an aggregate of approximately 30 retail
9 clothing stores throughout the United States. Based on the unprofitability of many of these
10 stores, in its efforts to restructure and reorganize its operations, prior to the petition date, the
11 Debtor closed down several of these stores, largely outside the State of California, abandoning
12 the premises and return possession to the respective lessors. The Debtor seeks an order finding
13 that the Leases were terminated pre-petition, and out of an abundance of precaution, reject such
14 Leases, to the extent the Debtor has an interest in such Leases, effective on the petition date.
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17 **II. ARGUMENT**

18 19 **A. THE BANKRUPTCY CODE ACCORDS SIGNIFICANT DEFERENCE** 20 **TO THE DEBTOR'S DECISION TO REJECT OR ASSUME A PREPETITION** 21 **CONTRACT**

22
23 7. Section 365 of the Bankruptcy Code authorizes a trustee and, therefore, a debtor-in
24 possession, subject to court approval, to reject any executory contract or unexpired lease of the
25 debtor. Bankruptcy Code section 365 states in pertinent part:

26 (a) Except as provided in sections 765 and 766 of this title and in
27 subsections (b), (c), and (d) of this section, the trustee, subject to the
28

1 court's approval, may assume or reject any executory contract or
2 unexpired lease of the debtor.

3 11 U.S.C. § 365(a).

4 8. Rejection of an executory contract or unexpired lease is appropriate when the best
5 interests of the estate and its creditors will be served by such rejection, because the contract or
6 lease is a burden on the estate. *See In re Robert Helms Constr.*, 110 F.3d 1470, 1474 (9th Cir.
7 1997). In examining whether rejection is appropriate in a given case, courts typically inquire
8 whether or not the proposed rejection is within the sound "business judgment" of the trustee or
9 debtor in possession. *See In re Orion Pictures Corp.*, 4 F.3d 1095, 1099 (2d Cir. 1993), cert.
10 denied, 114 S.Ct. 1418 (1994); *In re Lubrizol Enters.*, 756 F.2d 1043 (4th Cir. 1985) cert.
11 denied, 475 U.S. 1057 (1986); *In re Huang*, 23 B.R. 798, 800 (B.A.P. 9th Cir. 1982); *In re*
12 *Minges*, 602 F.2d 38, 43 (3d Cir. 1979).
13

14 9. The "business judgment" test provides a flexible standard for determining whether a
15 debtor may reject an executory contract or unexpired lease. Courts addressing the question of
16 whether rejection would be advantageous to the estate must start with the proposition that the
17 debtor's decision is to be accorded the deference mandated by the sound business-judgment rule
18 as generally applied by courts to discretionary actions or decisions of corporate directors.
19
20 *Lubrizol Enters.*, 756 F.2d at 1045. As stated by the Fourth Circuit:
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22 As generally formulated and applied in corporate litigation, the
23 rule is that courts should defer to--should not interfere with--decisions
24 of corporate directors upon matters entrusted to their business
25 judgment except upon a finding of bad faith or gross abuse of their
26 "business discretion." Transposed to the bankruptcy context, the rule
27 as applied to a bankrupt's decision to reject an executory contract
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1 because of perceived business advantage requires that the decision be
2 accepted by courts unless it is shown that the bankrupt's decision was
3 one taken in bad faith or in gross abuse of the bankrupt's retained
4 business discretion.

5 In bankruptcy litigation the issue is of course first presented for
6 judicial determination when a debtor, having decided that rejection
7 will be beneficial within contemplation of § 365(a), moves for
8 approval of the rejection. The issue thereby presented for first instance
9 judicial determination by the bankruptcy court is whether the decision
10 of the debtor that rejection will be advantageous is so manifestly
11 unreasonable that it could not be based on sound business judgment,
12 but only on bad faith, or whim or caprice. That issue is one of fact to
13 be decided as such by the bankruptcy court by the normal processes of
14 fact adjudication. And the resulting fact determination by the
15 bankruptcy court is perforce then reviewable up the line under the
16 clearly erroneous standard.

17 *Id.* at 1046-1047; *see also In re Thinking Machines Corp.*, 182 B.R. 365, 368 (D.Mass. 1995)
18 ("The application of the business judgment rule to requests for approval, and the high degree of
19 deference usually afforded purely economic decisions of trustees, makes court refusal unlikely,
20 or at least sufficiently remote to impose the slight burden of uncertainty upon the lessor."); *In re*
21 *Bullet Jet Charter, Inc.*, 177 B.R. 593, 601 (Bankr. N.D.Ill. 1995) ("[B]ankruptcy judge should
22 have a deferential view of the debtor's business judgment."); *In re G Survivor Corp.*, 171 B.R.
23 755, 757 (Bankr. S.D.N.Y. 1994) ("Generally, absent a showing of bad faith, or an abuse of
24 business discretion, the debtor's business judgment will not be altered.").

B. A SOUND BASIS EXISTS FOR THE REJECTION OF THE LEASES

10. The stores operating under the Leases reflected on Exhibit B were losing money. In its efforts to improve its profitability and reorganize its operations, the Debtor shut down those stores and vacated the premises pre-petition, including delivering possession to the respective landlords. Accordingly, these Leases terminated pre-petition by agreement of the parties or by operation of law based on the performance by the respective stores operating under the Leases. As a result, the Debtor vacated the premises related to the Leases prior to the Petition Date, as reflected in Exhibit B attached to the Justin Ha Declaration.

11. Based on the foregoing, the rejection of the Leases are critically important. Since rents accruing after the Petition Date could be argued to be entitled to administrative priority, the Debtor must immediately reject all unprofitable and burdensome leases to reduce exposure of the accrual of administrative liability against the estate.

C. THE LEASES SHOULD BE DEEMED REJECTED AS OF THE PETITION DATE AT THE LATEST

12. Bankruptcy courts may approve retroactively the rejection of an executory contract and the retroactive date may even be earlier than the date on which the non-debtor executory contract retakes possession. *See In re At Home Corporation*, 392 F.3d 1064 (9th Cir. 2004).

13. In this case, circumstances warrant rejection of the leases as of the Petition Date, at the latest, or more appropriately the date in which the leased property was surrendered to the landlord as shown in Exhibit B. The Debtor terminated the Leases prior to the Petition Date. The Debtor abandoned pre-petition the premises for each of the Leases, including delivering the possession of the properties to the lessors, and advised the lessors of such abandonment. In order to ensure that administrative expenses do not accrue under the Leases, it is imperative that

1 the effective date of the rejection of the Leases be fixed as early as possible to minimize the
2 estate's liability for administrative rent.

3 14. While there is no precise formula used to determine whether equities warrant
4 retroactive rejection, some factors that courts have applied have been the timing of vacating of
5 premises and turnover of keys, whether debtor provided landlord with unequivocal notice of
6 rejection, timeliness of filing of motion to reject, and motivation of landlord objecting to such
7 retroactivity. *See, e.g., In re At Home Corp.*, 392 F.3d at 1070-71. As discussed below, the
8 effective date of the rejection of the leases should be date of the petition at the latest, or the
9 actual date of the surrender of the property to the lessor, whichever is earlier, as the Debtor
10 vacated premises and gave unequivocal notice of the termination to the landlords.
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13 15. Here, the Debtor -- who filed this Motion relatively promptly after the Petition Date -
14 --vacated the premises and gave unequivocal notice of the termination to the landlords prior to
15 the Petition Date. The landlords have had notice and complete control and possession over the
16 premises to allow them to, among other things, show and lease the respective properties.
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18 16. Clearly, there is no benefit of the landlords that could outweigh the benefit inuring to
19 the estates for the proposed timeliness of the rejection. Based on the foregoing, the Leases
20 should be deemed rejected as of actual surrender date of the premises, or the date of the
21 bankruptcy petition, whichever is earlier.
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23 **D. THE COURT SHOULD AUTHORIZE THE PROPOSED CONTRACT**
24 **REJECTION PROCEDURES**

25 17. Courts may authorize the approval of contract rejection procedures that allow debtors
26 to reject contracts without a hearing after providing contracting parties with notice of such
27 rejection and an opportunity to object. *See, e.g., In re Worldcom, Inc.*, 304 B.R. 611 (Bankr.
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1 S.D.N.Y. 2004) (court authorized rejection procedures that provided for effective rejection after
2 the lapse of ten days notice to landlords without objection); *In re Ames Department Stores, Inc.*,
3 306 B.R. 43 (Bankr. S.D.N.Y. 2004) (court authorized similar ten day rejection procedures); *In*
4 *re Enron Corp., et al.*, 2002 WL 32155255 (Bankr. S.D.N.Y. 2002) (court authorized similar ten
5 day rejection procedures).
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7 18. In this case, in an effort to minimize expense and the burden on the court, the Debtor
8 seeks the Court's approval to authorize the contract rejection procedures proposed herein, which
9 the Debtor believes is in the best interests of the estates. Based on the Court's authority, coupled
10 with the administrative efficiency that would result from the relief sought herein, the Court
11 should authorize the proposed contract rejection procedures.
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13 14 **III. SUPPORTING DECLARATION**

15 19. A declaration of Justin Ha in support of this motion is attached hereto as Exhibit A,
16 and is incorporated by reference.
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18 19 **IV. CONCLUSION**

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21 Based on the foregoing, the Debtor respectfully request that the Court enter an order
22 granting the relief requested herein, and granting to the Debtor such other and further relief as is
23 just and appropriate under the circumstances of this case.

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26 (Signature on following page)

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3 Dated this 4 June 2018.

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5 **M Jones and Associates**
6 Attorneys for Debtor

7 /s/ Michael Jones
8 _____
9 Michael Jones
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EXHIBIT A

Declaration of Justin Ha

DECLARATION OF JUSTIN HA

I, Justin Ha, being duly sworn, state as follows:

1. I am over 18 years of age. I have personal knowledge of the facts herein and would and could competently testify, if called upon to do so, to each of the following facts based upon my own personal knowledge, and/or information and belief if so stated.

2. I am the President of the Debtor in the bankruptcy case *In re Heavenly Couture, Inc.*, Central District of California, case number 8:18-bk-11756-TA (“Bankruptcy Case”).

3. Heavenly Couture, Inc., (hereinafter the “Debtor”) opened in 2006 as single retail location in Laguna Beach, California, selling women’s clothing. The Debtor had discovered that having a high foot traffic resulted in a retail model that worked well. Based on the success of that store, the Debtor determined that its retail concept was a viable theme and expanded into other retail locations. By 2016, the Debtor had grown into more than 30 retail locations, located in California, Texas, and Florida.

4. In its expansion efforts, the Debtor located its retail locations in tourist areas and other locations with high amounts of foot traffic. The business model of the Debtor was such that the retail space commanded high rent, which ultimately became unsustainable for the Debtor. By Summer of 2017, approximately half of the Debtor’s stores were operating at a negative cash flow, or barely breaking even. The profits from the cash-flow positive stores were drained to support the struggling locations.

5. Over the past six months, store sales dropped dramatically. The Debtor attributes much of the loss in sales volume to a general industry wide shift in consumer shopping, preferences to online shopping as opposed in store retail shopping, and intense competition among

1 remaining “traditional” retailers. Costs related to the Debtor’s past expansion efforts, combined
2 with the decreased sales, created serious liquidity problems, thus prompting the Debtor’s Chapter
3 11 filing.

4 6. The Debtor believes that by shedding the retail locations that are cash-flow
5 negative, and focusing on the stores that are thriving, an effective reorganization is possible that
6 will benefit all the creditors. The Debtor anticipates a Chapter 11 Plan that will assume various
7 leases, reject other leases, and consolidate its operation into only those locations that are
8 profitable. The end result will be that creditors will be paid more than in a Chapter 7 liquidation,
9 and the Debtor will continue to operate into the foreseeable future.

10 7. The Debtor recently owned and operated an aggregate of approximately 30 retail
11 clothing stores throughout the United States. Based on the unprofitability of many of these stores,
12 in its efforts to restructure and reorganize its operations, prior to the petition date, the Debtor
13 closed down several of these stores, largely outside the State of California, abandoning the
14 premises and return possession to the respective lessors. The Debtor seeks an order finding that
15 the Leases were terminated pre-petition on the dates set forth on Exhibit B, and out of an
16 abundance of precaution, reject such Leases, to the extent the Debtor has an interest in such
17 Leases, effective on the petition date.

18 8. Attached to the Debtor’s Motion as Exhibit B is a list of those leases which the
19 Debtor seeks to reject, effective as as of actual surrender date of the premises, or the date of the
20 bankruptcy petition, whichever is earlier.

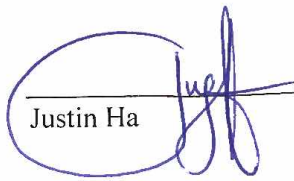
21 //

22 (Signature on following page)

23 //

1 I declare under penalty of perjury under the laws of the United States that the foregoing is
2 true and correct. This declaration was executed at Santa Ana, California on the date below stated.

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4 Dated this June 1, 2018,

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7  Justin Ha
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EXHIBIT B

(Leases Surrendered Pre-Petition)

Debtor's Designation of Location	Street Address	City	State	Zip	Lessor
BERKELEY	2315 TELEGRAPH AVENUE	BERKELEY	CA	94704	RGSF Granada Building LLC 150 Post Street, Suite 320 San Francisco, CA 94108
BRENTWOOD	11724 BARRINGTON COURT	LOS ANGELES	CA	90049	Gorbrand Lafayette LLC c/o Domino Realty 9990 Santa Monica Blvd. Beverly Hills, CA 90212
*BURLINGAME	1217 BURLINGAME AVE	BURLINGAME	CA	94010	Green Banker LLC 398 Primrose Road Burlingame, CA 94010
HUNTINGTON BEACH WAREHOUSE	5355 Production Drive	Huntington Beach	CA	92649	International Delivery Solutions, LLC P.O. Box 420 Oak Creek, WI 53154
KEY WEST 513 DUVAL	513 Duval	Key West	Florida	33040	230 East 7th Street Associates c/o The Cohen's Organization 45 NW 21st Street Miami , FL 33127
KEY WEST 330 DUVAL	330 Duval	Key West	Florida	33040	Colonial Suites, Inc. 45 NW 21st Street Miami , FL 33127
KEY WEST FRONT STREET	300 Front Street	Key West	Florida	33040	230 East 7th Street Associates c/o The Cohen's Organization 45 NW 21st Street Miami , FL 33127
PASADENA	36 East Colorado	Pasadena	CA	91101	34 East Colorado LLC 16367 Colegio Drive Hacienda Heights, CA 91745

Debtor's Designation of Location	Street Address	City	State	Zip	Lessor
*REDONDO BEACH	1723 SOUTH CATALINA AVENUE	REDONDO BEACH	CA	90277	FM Catalina LLC 1559 S. Sepulveda Blvd. Los Angeles, CA 90025
WESTWOOD	1065 BROXTON AVENUE	LOS ANGELES	CA	90024	Westwood Partners, LLC c/o Domino Realty 9990 Santa Monica Blvd. Beverly Hills, CA 90212

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
505 N Tustin Ave, Ste 105
Santa Ana, CA 92705

A true and correct copy of the foregoing document entitled (*specify*): **MOTION FOR ORDER AUTHORIZING: (1) REJECTION OF CERTAIN UNEXPIRED LEASES; AND (2) LEASE REJECTION PROCEDURES; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF JUSTIN HA SUPPORT THEREOF** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **4 June 2018**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On **4 June 2018**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **4 June 2018**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Hon. Theodor Albert by chambers dropbox per local rules.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

4 June 2018

Date

Michael Jones

Printed Name

/s/ Michael Jones

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

ECF Mailing List

- **Michael J Hauser** michael.hauser@usdoj.gov
- **Michael Jones** mike@mjthelawyer.com, 2651971420@filings.docketbird.com
- **Douglas A Plazak** dplazak@rhlaw.com
- **Sara Tidd** sara@mjonessandassociates.com, michaeljonesmyecfmail@gmail.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov

RGSF Granada Building LLC
150 Post Street, Suite 320
San Francisco, CA 94108

Colonial Suites, Inc.
45 NW 21st Street
Miami , FL 33127

Gorbrand Lafayette LLC
c/o Domino Realty
9990 Santa Monica Blvd.
Beverly Hills, CA 90212

230 East 7th Street Associates
c/o The Cohen's Organization
45 NW 21st Street
Miami , FL 33127

Green Banker LLC
398 Primrose Road
Burlingame, CA 94010

34 East Colorado LLC
16367 Colegio Drive
Hacienda Heights, CA 91745

International Delivery Solutions, LLC
P.O. Box 420
Oak Creek, WI 53154

FM Catalina LLC
1559 S. Sepulveda Blvd.
Los Angeles, CA 90025

230 East 7th Street Associates
c/o The Cohen's Organization
45 NW 21st Street
Miami , FL 33127

Westwood Partners, LLC
c/o Domino Realty
9990 Santa Monica Blvd.
Beverly Hills, CA 90212

Label Matrix for local noticing
0973-8

Case 8:18-bk-11756-TA

Central District of California

Santa Ana

Mon Jun 4 16:52:14 PDT 2018

2.7 August Apparel
3775 Broadway Place
Los Angeles, CA 90007-4429

34 East Colorado LLC
16367 Colegio Drive
Hacienda Heights, CA 91745-4220

American Comm. Equities LLC
22917 Pacific Coast Hwy, Ste 300
Malibu, CA 90265-6415

American Express National Bank
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

Annabelle
800 E. 12th Street, # 133
Los Angeles, CA 90021-2244

Avital
1145 S. Wall Street, # A
Los Angeles, CA 90015-4425

Bay Cities Refuse
2525 Garden Tract Road
Richmond, CA 94801-1005

Bella & Company
810 E. Pico Blvd., Suite 303
Los Angeles, CA 90021-2381

California State Board of Equilization
P.O. Box 25111
Santa Ana, CA 92799-5111

Heavenly Couture, Inc.
252 Forest Ave
Laguna Beach, CA 92651-2114

200 Main Street LLC
Attn. Robert Koury
200 Main Street, Ste 206
Huntington Beach, CA 92648-8123

Access Headwear
13758 Amarillo Ave.
Chino, CA 91710-7038

American Express
Customer Care
PO Box 901535
El Paso, TX 79998-1535

Ana Accessories/Girly Accessories
940 Crocker Street, #101
Los Angeles, CA 90021-2289

Article Third Trust
c/o Mr. Allan Scherer
232 West Indies Drive
Palm Beach, FL 33480-3409

Banjul Inc.
1001 S. Towne Ave., Suite 109
Los Angeles, CA 90021-2089

Be Cool Manufacture
1016 S. Towne Ave #116
Los Angeles, CA 90021-2098

Brandon Off Price
1418 S Main Street
Los Angeles, CA 90015-2502

California State Board of Equilization
P.O. Box 942879
Sacramento, CA 94279-0001

Santa Ana Division
411 West Fourth Street, Suite 2030,
Santa Ana, CA 92701-4500

230 East 7th Street Associates
c/o The Cohen's Organization
Miami, FL 33127

Allen C. Weiss
205 N. Stephanie Street, #189
Henderson, NV 89074-8115

American Express
World Financial Center
200 Vesey Street
New York, NY 10285-1000

Andrea Bijoux
1001 S. Crocker Street, Unit #08
Los Angeles, CA 90021-2050

Audrey 3+1
1100 S. San Pedro N-07
Los Angeles, CA 90015-2355

Basix of America LLC
2778 NW 31st Avenue
Lauderdale Lakes, FL 33311-2034

Bear Dance
807 E. 12th Street #117
Los Angeles, CA 90021-2174

C. Luce
1016 S. Towne Ave. #108
Los Angeles, CA 90021-2078

Celebrity Pink
792 E. 12th Street
Los Angeles, CA 90021-2102

City of Key West P.O. Box 1409 Key West, FL 33041-1409	City of Newport Beach P.O. Box 4923 Whittier, CA 90607-4923	City of Redondo Beach File 50671 Los Angeles, CA 90074-0671
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City of Santa Barbara P.O. Box 1990 Santa Barbara, CA 93102-1990	Clothing by Frenzii d 905 S. Mateo Street, Unit C Los Angeles, CA 90021-1713	Colonial Suites, Inc. 45 NW 21st Miami, FL 33127-4928
--	--	---

Corner 123 1436 S. Main St. #7 Los Angeles, CA 90015-4412	County of Alameda, Wts. & Measures 224 West Winton Avenue, Room 184 Hayward, CA 94544-1215	Cozy Casual 800 E. 12th Street. STE #146 Los Angeles, CA 90021-2246
---	--	---

DH Investors LLC c/o Castle Companies 12885 Alcosta Blvd, Ste A San Ramon, CA 94583-1355	DPM Fragrance P.O. Box 6445 Carol Stream, IL 60197-6445	Dash Clothing 1384 Broadway #1209 New York, NY 10018-0510
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Deborah LaShever 203 Market Street Santa Cruz, CA 95060-2928	Do & Be 1016 S. Towne Avenue, #101 Los Angeles, CA 90021-2078	Double Zero, Inc. 1015 S. Crocker St., #Q-28 Los Angeles, CA 90021-2065
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Edge Realty Partners Austin LLC 515 Congress Avenue, Suite 2325 Austin, TX 78701-3559	Emory Park 1169 Crocker St Los Angeles, CA 90021-2013	Etophe Studios 1165 1/5 Crocker Street Los Angeles, CA 90021-2013
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Eugene Muntean PO Box 213 Big Bear City, CA 92314-0213	Event 750-1 E. 12th St. Los Angeles, CA 90021-2186	FM Catalina, LLC 1559 S. Sepulveda Blvd. Los Angeles, CA 90025-3311
--	--	---

FRNCH 999 S. Meridian Avenue Alhambra, CA 91803-1250	FV Eyewear, Inc. 425 S. Los Angeles St., Unit C Los Angeles, CA 90013-1434	Fame Accessories 948 Crocker Street Los Angeles, CA 90021-2252
--	--	--

Fashion River Co. LTD. 499 Seventh Avenue, Floor 13S New York, NY 10018-6839	Fashion Stop 110 E. 15th Street Los Angeles, CA 90015-2513	Fashion Street 127 N. Stanley Drive Beverly Hills, CA 90211-2108
--	--	--

Fast Turn Wholesale
17709 East Valley Blvd.
City of Industry, CA 91744-5741

PayLux
1015 S Crocker St., #Q-28
Los Angeles, CA 90021-2065

G & S Off Price, Inc.
1424 S. Main Street
Los Angeles, CA 90015-2500

GRIT PS Asset Management
201 N. Palm Canyon Drive, Ste 250
Palm Springs, CA 92262-5561

Goldspark
1828 E 58th Place
Los Angeles, CA 90001-1416

Gorbrand Lafayette LLC
c/o Domino Realty
9990 Santa Monica Blvd.
Beverly Hills, CA 90212-1607

Green Banker LLC
398 Primrose Rd
Burlingame, CA 94010-4005

HYFVE
1015 S. Crocker Street, #Q-28
Los Angeles, CA 90021-2065

In & Out Fashion Wholesale
1413 S. Los Angeles
Los Angeles, CA 90015-2518

Internal Revenue Service
P.O. Box 7346
Philadelphia, PA 19101-7346

International Delivery Solutions LL
PO Box 420
Oak Creek, WI 53154-0420

Jackson Lewis LLP
58 South Service Road, Suite 250
Melville, NY 11747-2342

James S Maslon
5517 Ocean Front Walk
Marina Del Rey, CA 90292-7108

Jane Yoo
2 Sunrise
Newport Coast, CA 92657-1653

Jiah Ha
2 Sunrise
Newport Coast, CA 92657-1653

Joia Trading, Inc.
1020 South Crocker Street
Los Angeles, CA 90021-2012

Jolie
1100 S. San Pedro St. #D3
Los Angeles, CA 90015-2346

Justin Ha
2 Sunrise
Newport Coast, CA 92657-1653

KKGM, Inc.
2390 E. 48th St.
Vernon, CA 90058-2026

Kang's Enterprises, Inc.
3107 S. Newton Street, #47
Torrance, CA 90505-6736

Kersh
107-8855 Laurel Street
Vancouver, BC Canada, V6P 3V9

Killer Deals Inc.
1005 E. 14th Street
Los Angeles, CA 90021-2211

Kinnear Davidson Investments
817 East Yanonali Street
Santa Barbara, CA 93103-3243

Koeun Printing
11754-C Artesia Boulevard
Artesia, CA 90701-3874

LST Investments
93 Rivo Alto Canal
Long Beach, CA 90803-4040

Labijou dba Apparel Ave
1168 S. Crocker Street
Los Angeles, CA 90021-2014

Le Lis
2939 Bandini Blvd.
Vernon, CA 90058-4108

Lee, Hong. Degerman,
Kang & Waimey
660 S. Figueroa Street, Suite 2300
Los Angeles, CA 90017-3440

Lime N Chili
1029 Towne Avenue
Los Angeles, CA 90021-2053

Love Tree Fashion, Inc.
1053 S. Towne Avenue
Los Angeles, CA 90021-2053

Lulumari

754 E. 12th St., #2

Los Angeles, CA 90021-2102

MV Sport dba David Peyser Sportswear

88 Spence Street, PO Box 9171

Bay Shore, NY 11706-9171

727 E. Pico Blvd. #7

Los Angeles, CA 90021-2138

Millibon

777 E. 10th Street #110

Los Angeles, CA 90021-2083

Mod Ref

2078 Compton Ave.

Los Angeles, CA 90011-1327

Monkey Ride Jeans

1001 Towne Avenue, # 111

Los Angeles, CA 90021-2089

Mustard Seed

1016 S. Towne Avenue, #119

Los Angeles, CA 90021-2098

Mx3 Ventures, LLC

Attn. Sebastian Moshayed

2505 W Coast Highway, Ste 201

Newport Beach, CA 92663-4750

My Style by Celia

120 E. 14th Street

Los Angeles, CA 90015-4401

Naked Zebra

1132 S. Crocker Street

Los Angeles, CA 90021-2014

Nevell Group Inc.

c/o HPA Realty, Inc.

915 W Imperial Hwy, Ste 165

Brea, CA 92821-3809

Newbury Kustom

1015 Crocker Street, # Q-06

Los Angeles, CA 90021-2063

Nu Label dba Cotton Bleu

4383 Fruitland Ave.

Vernon, CA 90058, CA 90058-3119

Olive Scent

1015 Crocker Street, R31

Los Angeles, CA 90021-2067

One Way Fashion Inc.

1506 S. Main St.

Los Angeles, CA 90015-2504

P Neary LLC

c/o Redtree Partners LP

1362 Pacific Avenue

Santa Cruz, CA 95060-3932

Palm Corner Associates

121 S. Palm Canyon Drive, Ste 216

Palm Springs, CA 92262-6378

Paper Crane

2050 E. 51st Street

Vernon, CA 90058, CA 90058-2819

Peach Love Cream California

1015 S. Crocker St. #Q17

Los Angeles, CA 90021-2064

Pink Martini Collection

2782A Dufferin Street

Toronto, ON M6B 3R7

Canada

Potter's Pot

1015 S. Crocker Street, #Q-1

Los Angeles, CA 90021-2062

Precision Security

300 S. Lemon Crest Drive, Suite A

Walnut, CA 91789-2668

Pref Bridge Works, LLC

c/o Kidder Matthews

12230 El Camino Real, 4th Floor

San Diego, CA 92130-2090

Protection One

P.O. Box 219044

Kansas City, MO 64121-9044

Puzzles Enterprises

3022 S. Grand Avenue

Los Angeles, CA 90007-3813

RGIS

P.O. Box 77631

Detroit, MI 48277-0631

RGSF Granada Building, LLC

150 Post Street, Ste 320

San Francisco, CA 94108-4707

ROSA 1025 Prospect Limited Partners

c/o Trigild

9339 Genesee Avenue, Ste 130

San Diego, CA 92121-2120

Realonomics Corporation

2816 East Coast Highway, Ste 1

Corona Del Mar, CA 92625-2235

Rick Franks

Frank & Associates

128 Avenida Del Mar #2A

San Clemente, CA 92672-4080

Riddle & Ross Trust Account
1413 North Sepulveda Blvd
Manhattan Beach, CA 90266-5184

SOB
Main Document Page 27 of 28
1504 South Main Street
Los Angeles, CA 90015-2504

Saachi
450 Barell Avenue
Carlstadt, NJ 07072-2810

Secret Charm LLC
1433 E. Walnut Street
Los Angeles, CA 90011-1314

Secret Charm, LLC
1433 Walnut St
Los Angeles, CA 90011-1314

Select Clothing Co., Inc.
320 E. 18th Street
Los Angeles, CA 90015-3622

Sensemill Inc.
1458 S. San Pedro Street, # L46
Los Angeles, CA 90015-3144

Shark Eyes Inc.
2110 East 25th Street
Vernon, CA 90058-1126

Staples Bus Advntg
P.O. Box 83689
Chicago, IL 60696-3689

Star of India, Inc. dba Angie
P.O. Box 28330
Tempe, AZ 85285-8330

Storia
1015 Crocker St., Unit S-08
3rd Floor
Los Angeles, CA 90021-2069

Sub-Zero Inc.
6003 Peninsular Avenue, #5
Key West, FL 33040-6017

Symeli Inc.
2648 Chico Ave., S
El Monte, CA 91733-1617

TCEC
1016 S. Towne Ave. #108
Los Angeles, CA 90021-2078

Tasha, Inc.
1521 South Los Angeles Street #A
Los Angeles, CA 90015-2520

The Colonnade on El Paseo, LP
c/o Aflalo
333 S. Beverly drive, Ste 205
Beverly Hills, CA 90212-4304

The Hartford
P.O. Box 660916
Dallas, TX 75266-0916

The Pack America
3848 Del Amo Blvd., Suite 322
Torrance, CA 90503-7713

Timing
2809 S. Santa Fe Avenue
Vernon, CA 90058-1408

Tres Bien
1016 Towne Ave. #113
Los Angeles, CA 90021-2078

Tresics
5080 S. Alameda Street
Vernon, CA 90058-2810

Ultimate Offprice
1615 East 15th Street
Los Angeles, CA 90021-2713

United States Trustee (SA)
411 W Fourth St., Suite 7160
Santa Ana, CA 92701-4500

Veriship
10000 College Blvd., Suite 235
Overland Park, KS 66210-1473

Vertishop
2001 S. Santa Fe Avenue, Unit D
Los Angeles, CA 90021-2950

Verty
777 E. 12th Street, #1-13
Los Angeles, CA 90021-2163

Viola
807 E. 12th Street #102
Los Angeles, CA 90021-2174

Warden Building- San Luis Obispo LP
c/o Rossi Enterprises
750 Pisma Street
San Luis Obispo, CA 93401-3922

Wasabi + Mint
1015 Crocker St., #S-15
Los Angeles, CA 90021-2070

Wells Fargo Bank, NA
420 Montgomery Street
San Francisco, CA 94104-1298

Westminster Mall, LLC
PO Box 809038
Chicago, IL 60680-9038

Westwood Partners, LLC
c/o Domino Realty
9990 Santa Monica Blvd.
Beverly Hills, CA 90212-1607

Douglas A. Plazak
P.O. Box 1300
Riverside, CA 92502-1300

Michael Jones
M Jones & Associates, PC
505 N Tustin Ave Ste 105
Santa Ana, CA 92705-3735

Sara Tidd
M. Jones & Associates, PC
505 N. Tustin Ave., Suite 105
Santa Ana, CA 92705-3735

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)American Comm. Equities, LLC
22917 Pacific Coast Hwy, Ste 300
Malibu, CA 90265-6415

(d)FavLux
1015 S. Crocker St., #Q-28
Los Angeles, CA 90021-2065

End of Label Matrix	
Mailable recipients	154
Bypassed recipients	2
Total	156